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12  
13 **UNITED STATES DISTRICT COURT**  
14  
**CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

15  
16 SECURITIES AND EXCHANGE  
17 COMMISSION,

18 Plaintiff,

19 vs.

20 TITANIUM BLOCKCHAIN  
21 INFRASTRUCTURE SERVICES,  
22 INC.; EHI INTERNETWORK AND  
23 SYSTEMS MANAGEMENT, INC.  
24 aka EHI-INSM, INC.; and MICHAEL  
25 ALAN STOLLERY aka MICHAEL  
STOLLAIRE,

Defendants.

Case No. 18-4315 DSF (JPRx)

**FIRST INTERIM FEE APPLICATION  
OF HOLLAND & KNIGHT LLP, AS  
COUNSEL TO RECEIVER, FOR  
ALLOWANCE OF COMPENSATION  
AND REIMBURSEMENT OF  
EXPENSES; CERTIFICATION OF  
COUNSEL IN SUPPORT THEREOF;  
[PROPOSED] ORDER**

**[FRCP 66; L.R. 66-7]**

Date: Mon., April 1, 2019

Time: 1:30 pm

Ctrm: 7D

Judge: Hon. Dale S. Fischer

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on Monday, April 1, 2019, at 1:30 p.m., or as soon  
3 thereafter as the matter may be heard before the Honorable Dale S. Fischer, in Courtroom  
4 7D of the United States District Court, Central District of California, Western Division,  
5 350 West 1st Street, 6th Floor, Los Angeles, California, 90012, Holland & Knight LLP  
6 (“Counsel” or “H&K”), counsel to Josias Dewey, as Court-appointed Receiver (the  
7 “Receiver”) for the estates of Defendant Titanium Blockchain Infrastructure Services, Inc.  
8 and its subsidiaries and/or affiliates (collectively, the “Receivership Entities”), will and  
9 hereby does submit this first interim fee application (the “Application”).

10 This Application is submitted pursuant to paragraphs XI(F) and XVII of this Court’s  
11 Order Appointing Permanent Receiver, entered May 30, 2018 (the “Permanent  
12 Receivership Order”), Rule 66 of the Federal Rules of Civil Procedure, and Local Rule  
13 66-7. This Application is made following the conference of counsel pursuant to Local  
14 Rule 7-3 which took place on and before Friday, February 15, 2019.

15 This Application is based upon this Notice of Application and Application, the  
16 attached Memorandum of Points and Authorities and Certification of Counsel, all papers  
17 and records on file herein, and such other matters as may be presented to the Court at or  
18 before the hearing on this Application.

19  
20 Dated: February 28, 2019

Respectfully submitted,

21 /s/ Jose Casal

22 Jose Casal (*pro hac vice*)  
23 Kristina S. Azlin (SBN 235238)  
24 Holland & Knight LLP

25 Counsel for Josias N. Dewey, Court-appointed  
26 permanent receiver for Defendant Titanium  
27 Blockchain Infrastructure Services, Inc.

28  
29 *Attorneys for Josias Dewey, Court-appointed  
30 Receiver for Receivership Entities*

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**FIRST INTERIM FEE APPLICATION OF HOLLAND & KNIGHT LLP,**  
**AS COUNSEL TO RECEIVER, FOR ALLOWANCE OF**  
**COMPENSATION AND REIMBURSEMENT OF EXPENSES**

Pursuant to paragraphs XI(F) and XVII of this Court’s Order Appointing Permanent Receiver, entered May 30, 2018 (the “Permanent Receivership Order”), Rule 66 of the Federal Rules of Civil Procedure, and Local Rule 66-7, Holland & Knight LLP (“Counsel” or “H&K”), counsel to Josias Dewey, as Court-appointed Receiver (the “Receiver”) for the estates of Defendant Titanium Blockchain Infrastructure Services, Inc. and its subsidiaries and/or affiliates (collectively, the “Receivership Entities”), hereby submits this first interim fee application (the “Application”).

In support of this Application, H&K respectfully states the following:

## I. SUMMARY OF FEE REQUEST

1. This initial fee application covers the period from the Receiver's initial appointment on May 23, 2018 through June 22, 2018 (the "First Application Period") and is submitted in accordance with the Permanent Receivership Order, the Local Rules of this Court, and the Billing Instructions for Receivers in Civil Actions Commenced by the United States Securities and Exchange Commission (the "Billing Instructions").

2. Through this Application, H&K seeks approval of \$52,828.49 in fees and \$72,171.51<sup>1</sup> in expenses, for a total of \$125,000, pursuant to the fee cap applicable to the first thirty (30) days of the receivership (the “Fee Cap”).<sup>2</sup>

## II. STANDARDIZED FUND ACCOUNTING REPORT

3. Attached as **Exhibit A** is the Standardized Fund Accounting Report (SFAR) for the Receivership Entities for the period from May 30, 2018 through December 31,

<sup>1</sup> These expenses include \$66,451.25 for forensic services rendered by Kroll Cyber Security and invoiced to H&K.

<sup>2</sup> H&K actually incurred \$144,369.52 in fees and \$72,171.51 in expenses, for a total of \$216,541.03, during the First Application Period, but is limiting this application to \$125,000 pursuant to the Fee Cap. H&K does not intend to make an application for the remaining \$91,541.03 in fees incurred over the Fee Cap.

1 2018 (the “SFAR Reporting Period”).<sup>3</sup>

### 2 III. CASE STATUS

3 4. Cash On Hand: The amount of cash on hand in the Receiver’s bank account  
 4 is \$115,566.70 as of the end of the most recent SFAR Reporting Period (December 31,  
 5 2018). These funds were received by (i) taking control of the US Bank bank account held  
 6 by Titanium Blockchain Infrastructure Services, Inc. (“TBIS”) (\$58,583.45), and (ii)  
 7 taking control of the JPMorgan Chase bank account held by TBIS (\$252,208.40).

8 5. Other Assets: In addition to the cash on hand listed above, the Receiver has  
 9 also taken possession, or has caused third party custodians to freeze, the following assets:

Asset	Units (if applicable)	Unit Value (as of 12/31/2018)	Aggregate Value (as of 12/31/2018)	Unit Value (as of 02/26/2019)	Aggregate Value (as of 02/26/2019)
<b>Bitcoin (BTC)</b>	151.78	\$3,819.740000	\$579,760.14	\$3,848.09	\$584,063.10
<b>Bitcoin Cash (BTH)</b>	95.12103983	\$159.890000	\$15,208.90	\$133.13	\$12,663.46
<b>Bitcoin SV</b>	95.12103983	\$87.450000	\$8,318.33	\$69.14	\$6,576.67
<b>Ether (ETH)</b>	2156.288899	\$136.820000	\$295,023.45	\$136.19	\$293,664.99
<b>Litecoin (LTC)</b>	4972.997747	\$31.340000	\$155,853.75	\$45.40	\$225,774.10
<b>Zcash (ZEC)</b>	7.9046	\$58.600000	\$463.21	\$52.16	\$412.30
<b>Dash (DASH)</b>	66.59959886	\$81.610000	\$5,435.19	\$82.33	\$5,483.14
<b>Electroneum (ETN)</b>	21035513.98	\$0.007486	\$157,471.86	\$0.01	\$146,428.21
<b>Computer equipment, televisions, phones (est)</b>			\$5,000.00		\$5,000.00
		<b>Total</b>	<b>\$1,217,534.83</b>		<b>\$1,275,065.98</b>

21 6. The Receiver has established multiple cryptocurrency wallets to hold the  
 22 cryptocurrencies listed above and is either (i) in possession of the private keys associated  
 23 with these wallets, or (ii) has caused a third party custodian to freeze such assets. Based  
 24 on values taken from a market aggregator, the value of the cryptocurrency assets is  
 25 approximately \$1,275,065.98 as of February 27, 2019 and \$1,217,534.83 as of the end of  
 26

27 28 <sup>3</sup> While the First Application Period only includes the first thirty days of the receivership in order  
 to demonstrate compliance with the Fee Cap, the SFAR Reporting Period runs through the end of  
 the most recent quarter, providing a more accurate and complete picture of the current case status.

1 the SFAR Reporting Period (December 31, 2018). This figure should be taken with  
2 caution because the value of cryptocurrency assets fluctuates rapidly, and the markets for  
3 some cryptocurrencies can be opaque and illiquid, and subject to market manipulation.  
4 Furthermore, some assets, like Electroneum (ETN), may constitute unregistered securities,  
5 making it difficult, or impossible, for the Receiver to liquidate to fiat currency.

6 7. The Receiver anticipates filing a motion to seek authorization from the Court  
7 to liquidate the assets listed above before he files the next status report.

8 8. Expenses: The Receiver has incurred administrative expenses as a result of  
9 his efforts to marshal and preserve the assets of the Receivership. For the First Application  
10 Period as well as the remainder of the SFAR Reporting Period, these expenses were  
11 advanced by H&K and by Kroll, as set forth in attached **Exhibit E**. Lastly, after the  
12 Receivership Entities' assets were frozen, several of TBIS's payroll payments, initiated  
13 from US Bank, were mistakenly reversed. The Receivership, throughout the SFAR  
14 Reporting Period, has worked to compensate those employees and contractors whose  
15 payroll payments were mistakenly reversed as well as those employees who assisted the  
16 Receiver after the Receivership was established, and, as a result, the Receivership has  
17 incurred payroll expenses, and transactional costs related thereto, including wire fees, in  
18 the approximate amount of \$195,225.13.

19 9. Creditor Claims: Given that no determination of liability has been made at  
20 this time, the Receiver has not promulgated a formal claims procedure or determined the  
21 validity of any possible creditor claims. However, the Receiver has established an informal  
22 claims process, published on the Receiver's website, through which it has received, and  
23 tracked, several hundred inquiries and claims. The Receiver is still evaluating the investor  
24 contributions made to TBIS based upon information collected from computers and servers  
25 and also from the information provided by people who have contacted the Receiver via its  
26 informal claims process. At present, the total number of investor claims is unknown but  
27 will likely be in the several thousands.

28 10. The Receiver is working on formulating a creditor claims process, including

procedures for (i) confirming the claims received through its informal claims process, (ii) providing notice to potential claimants who have not yet inquired; (ii) receiving and reviewing claims, (iii) recommending to the court procedures for establishing and determining the amount of allowed claims, and (iv) the distribution of allowed claims to investors. To date, the Receiver has not disbursed any funds to any investors and is awaiting confirmation of a determination of liability of the Defendants before disbursing any funds to investors.

11. The Receiver has been negotiating with additional third parties, as well as the Defendant, with respect to certain cryptocurrency assets that were transferred from a wallet owned by TBIS to a wallet owned by a third-party and hosted by Coinbase. The cryptocurrency is the property of TBIS and therefore should be transferred to the Receivership. The Receiver has successfully negotiated with all third-parties involved, including Defendant, to enter into a stipulation releasing the cryptocurrency to the Receivership. The Receiver intends to file a written stipulation shortly and anticipates that this issue will be resolved before the hearing date on this Application.

12. The Receiver has filed a notice of receivership in all relevant jurisdictions where assets of the Receivership are believed to be located. In addition, as a precaution, the Receiver has filed a notice of receivership in a large number of other jurisdictions.

## IV. BACKGROUND

13. On May 22, 2018, the Securities and Exchange Commission filed a complaint against Defendants Titanium, EHI Internetwork and Systems Management, Inc., also known as EHI-INSM, Inc., and Michael Alan Stollery, also known as Michael Stollaire, along with an application for the appointment of a receiver for the Receivership Entities. After reviewing the application, the Court concluded that the appointment of a receiver in this action was necessary and appropriate for the purposes of marshaling and preserving all assets, tangible and intangible, that are owned, controlled or possessed by the Receivership Entities.

14. Accordingly, on May 23, 2018, the Court entered the Temporary Restraining

1 Order (the “TRO”) and Orders (1) Freezing Assets; (2) Prohibiting the Destruction or  
 2 Alteration of Documents; (3) Granting Expedited Discovery; (4) Requiring Accountings;  
 3 and (5) Appointing a Temporary Receiver (the “Temporary Receivership Order”),  
 4 appointing Josias N. Dewey as temporary receiver for the Receivership Entities. On May  
 5 24, 2018, all Defendants were served with the summons, complaint, TRO, and Temporary  
 6 Receivership Order.

7       15. On May 30, 2018, the Court entered the Permanent Receivership Order  
 8 (together with the Temporary Receivership Order, collectively, the “Receivership  
 9 Order”). The Defendants consented to the entry of the Permanent Receivership Order.

10       16. On June 6, 2018, the Court entered orders approving the Receiver’s decision  
 11 to employ H&K as legal counsel, and Kroll Cyber Security, LLC (“Kroll”) as a forensic  
 12 and investigative consultant, to assist him in carrying out his duties as the Receiver. H&K  
 13 and Kroll began working on this matter on or about May 23, 2018.

#### 14                   **V. SUMMARY OF SERVICES PROVIDED**

15       17. H&K has assisted the Receiver with all aspects of his duties in this case  
 16 during the First Application Period. As set forth in more detail in the Receiver’s Initial  
 17 Status Report for Receivership Estate of Titanium Blockchain Infrastructure Services,  
 18 Inc., filed on June 25, 2018 (the “Initial Status Report”), the Receiver and his advisors  
 19 have focused most of their efforts on investigating, identifying, collecting, and preparing  
 20 an inventory of assets of the Receivership Entities. The principal assets recovered include  
 21 cryptocurrency, U.S. currency, electronic data, and physical assets such as computer  
 22 equipment.

23       18. On May 24, 2018, the Receiver and his legal counsel, together with the  
 24 assistance of Kroll, were able to seize and search computer equipment, mobile phones and  
 25 other electronic devices belonging to the Receivership Entities and interview Mr. Stollery  
 26 and certain of his associates at their offices in Sherman Oaks, California and Springfield,  
 27 Oregon.

28       19. Through that search and those interviews, the Receiver identified and took

1 control of certain cryptocurrency assets. In addition, the Receiver collected other assets at  
2 the Sherman Oaks site and from an office site in Springfield, Oregon that had been leased  
3 on behalf of Titanium.

4 20. Additional actions in which H&K has assisted the Receiver include, but are  
5 not limited to, the following:

- 6 a. Establishing a Receiver website and redirecting the DNS for <http://tbis.io>, email  
7 address (TBISReceiver@gmail.com), so that Titanium's investors and other  
8 creditors can receive information pertaining to the receivership;
- 9 b. Identifying cryptocurrency wallets and/or accounts controlled by the  
10 Defendants and containing the cryptocurrencies bitcoin, Bitcoin Cash, Ether,  
11 Litecoin, Dash, Electroneum, ZCash, BAR and TBAR, and either transferring  
12 the cryptocurrency to wallets controlled by the Receiver or causing third party  
13 custodial agents to freeze such accounts;
- 14 c. Taking control of Titanium's U.S. Bank account and having the entire account  
15 balance transferred to an account established by the Receiver;
- 16 d. Taking control of Titanium's Chase Bank account and requesting that the entire  
17 account balance be transferred to an account established by the Receiver;
- 18 e. Securing access to Mr. Stollery's safe deposit box and the retrieval of relevant  
19 information and assets from same;
- 20 f. Reviewing Titanium's provisional patent application and GitLab account, and  
21 conducting telephone interviews with Titanium's chief technology officer, to  
22 evaluate the current value of intellectual property and Titanium as a going  
23 concern;
- 24 g. Engaging Kroll to inventory and image computers and phones collected from  
25 Titanium's offices in Sherman Oaks, California, and Springfield, Oregon;
- 26 h. Interviewing Titanium's chief operating officer regarding business operations  
27 and matters pertaining to theft of virtual currencies from the Defendant  
28 Titanium;

- i. Obtaining information from special agents with the Secret Service and Federal Bureau of Investigations regarding the theft of virtual currencies from the Defendant Titanium;
- j. Securing personal property owned or leased by Titanium at both of its offices;
- k. Changing the locks at both commercial offices of the Defendant Titanium;
- l. Negotiating with commercial landlords to secure the termination of Titanium's leases;
- m. Serving written notices on cryptocurrency exchanges and other third parties to locate additional assets, including certain overseas exchanges;
- n. Analyzing payroll and employment matters, including status of employment tax payments; and
- o. Terminating the employment of employees of Defendant Titanium.

21. Each of these tasks was reasonably necessary to identify and secure assets of the Receivership and to work on identifying additional assets for recovery.

## **VI. Fee Application**

22. During the First Application Period, H&K professionals have provided services to the Receiver for the benefit of the Receivership Entities with a value of \$144,369.52, and incurred reimbursable expenses in the amount of \$72,171.51,<sup>4</sup> for a total of \$216,541.03 in actual fees and expenses. Pursuant to paragraph XVII of the Permanent Receivership Order, fees and costs for the Receiver and all others retained to assist him in the administration and liquidation of the estate are capped at \$125,000 for the initial 30 days of the receivership. H&K has therefore reduced its fees by \$91,541.03, and through this Application, H&K requests entry of an Order approving the remaining fees in the amount of \$52,828.49, and reimbursable expenses in the amount of \$72,171.50, for a total of \$125,000 (the “Fees”) on an interim basis.

<sup>4</sup> These expenses include \$66,451.25 for forensic services rendered by Kroll and invoiced to H&K.

1       23. This Application is the first fee application that H&K has submitted in this  
2 matter. Accordingly, no prior orders have been entered as to any interim applications, no  
3 amounts have been allowed or disallowed, and no payments have been made to H&K.

4       24. Through this Application, H&K further requests entry of an Order  
5 authorizing the Receiver to make payment to H&K in the amount of \$125,000.

6       25. The names, hours worked, hourly billing rates, and total fees of all H&K  
7 professionals who have billed time to this matter, excluding the Receiver, are listed in the  
8 attached **Exhibit B**. Standard H&K hourly billing rates have been discounted by 15%.  
9 Travel time has been billed at 50% of H&K's standard hourly billing rates in accordance  
10 with the Billing Instructions, and those reduced rates have been further discounted by  
11 15%. In accordance with the Fee Cap, H&K's actual fees for the First Application Period  
12 have been further reduced by \$91,541.03.

13       26. In further accordance with the Billing Instructions, H&K professionals have  
14 separately categorized their services by task. The attached **Exhibit C** summarizes the  
15 respective number of hours incurred relative to each task category during the First  
16 Application Period.

17       27. The services rendered by H&K are itemized fully in the contemporaneously  
18 maintained electronic time records attached hereto as **Exhibit D**.

19       28. An itemization of reasonable and reimbursable expenses incurred by H&K at  
20 the levels set forth in accordance with the Billing Instructions, including a copy of the  
21 Kroll invoice included among those expenses, is attached hereto as **Exhibit E**.

22       **VII. ARGUMENTS AND AUTHORITIES IN**  
23       **SUPPORT OF FEE APPLICATION**

24       29. The district court's "power to supervise an equity receivership and to  
25 determine the appropriate action to be taken in the administration of the receivership is  
26 extremely broad." *S.E.C. v. Hardy*, 803 F.2d 1034, 1037 (9th Cir. 1986). That broad  
27 authority "arises out of the fact that most receiverships involve multiple parties and  
28

1 complex transactions.” *Id.*<sup>5</sup> This “extremely broad” discretion “includes awards of  
 2 receivership fees, including attorneys’ fees.” *Securities and Exchange Commission v.*  
 3 *Wang*, 2015 WL 12656904, at \*3 (C.D. Cal., Feb. 17, 2015, No. CV 13-7553 JAK (SS)),  
 4 *citing In re San Vincente Medical Partners Ltd.*, 962 F.2d 1402, 1409 (9th Cir. 1992)  
 5 (“The award of receivership fees in an SEC action is analogous to the award of  
 6 receivership fees in bankruptcy proceedings, and we review the district court’s award for  
 7 an abuse of discretion.”).

8       30. Decisions regarding the timing and amount of an award of fees and costs are  
 9 committed to the sound discretion of the Court. *See Drilling & Exploration Corp. v.*  
 10 *Webster*, 69 F.2d 416, 418 (9th Cir. 1934) (“The court appointing the receiver has full  
 11 power to fix the compensation of such receiver and the compensation of the receiver’s  
 12 attorney or attorneys.”); *SEC v. Elliot*, 953 F.2d 1560, 1577 (11th Cir. 1992) (rev’d in part  
 13 on other grounds, 998 F.2d 922 (11th Cir. 1993)); *Quilling v. Trade Partners, Inc.*, 572  
 14 F.3d 293, 301 (6th Cir. 2009) (“[T]he district court has wide discretion in distributing  
 15 receivership assets.”); *Securities and Exchange Commission v. Wang*, 2015 WL  
 16 12656904, at \*1; *SEC v. Small Business Capital Corp.*, 2014 WL 3920320, at \*2 (N.D.  
 17 Cal. Aug. 7, 2014).

18       31. An award of interim fees may be appropriate where, like here, a receiver or  
 19 the professionals employed by the receiver “regularly devote[] a portion of his time, either  
 20 daily or weekly, to the administration of the estate[.]” *In Re McGann Mfg. Co.*, 188 F.2d  
 21 110, 112 (3d Cir. 1951) (interim fees to bankruptcy trustee or his counsel).

22       32. In allowing fees, a court should consider “the time, labor and skill required,  
 23 but not necessarily that actually expended, in the proper performance of the duties imposed  
 24 by the court upon the receiver[], the fair value of such time, labor and skill measured by  
 25 conservative business standards, the degree of activity, integrity and dispatch with which  
 26 the work is conducted and the result obtained.” *United States v. Code Prods. Corp.*, 362

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27  
 28<sup>5</sup> *See also Id.* at 1037 (Recognizing that “case law involving district court administration of an  
 equity receivership (once the receivership is underway) is sparse...”).

1 F.2d 669, 673 (3d Cir. 1966) (internal quotation marks omitted). In practical terms,  
 2 receiver and professional compensation thus ultimately rests upon the result of an  
 3 equitable, multi-factor balancing test involving the “economy of administration, the  
 4 burden that the estate may be able to bear, the amount of time required, although not  
 5 necessarily expended, and the overall value of the services to the estate.” *In re Imperial*  
 6 400 Nat'l, Inc., 432 F.2d 232, 237 (3d Cir. 1970). Regardless of how this balancing test is  
 7 formulated, no single factor is determinative and “a reasonable fee is based [upon] all  
 8 circumstances surrounding the receivership.” *SEC v. W.L. Moody & Co., Bankers*  
 9 (Unincorporated), 374 F.Supp. 465, 480 (S.D. Tex. 1974). Generally, the starting point is  
 10 to multiply the number of hours expended by an hourly rate. *Southwestern Media, Inc. v.*  
 11 *Rau*, 708 F.2d 419, 427 (9th Cir. 1983) (bankruptcy case). The hourly rate is based on the  
 12 rate the professional would charge for comparable service in other matters. *Id.*

13 33. “As a general rule, the expenses and fees of a receivership are a charge upon  
 14 the property administered.” *Gaskill v. Gordon*, 27 F.3d 248, 251 (7th Cir. 1994). These  
 15 expenses include the fees and expenses of the Receiver’s professionals, including H&K.

16 34. In support of the application, H&K submits the above-referenced Exhibits A-  
 17 D for the Court’s review, along with the Certification of Jose Casal addressing the  
 18 reasonableness of the rates charged and hours billed by professionals at H&K.

19 35. H&K has charged fees that are 15% less than the standard billing rates for  
 20 the professionals working on this matter, and those fees are at or below customary fees  
 21 charged by like professionals in their respective markets. H&K has billed all reimbursable  
 22 expenses at their actual costs with no mark-up added, and they are not seeking overhead  
 23 charges. Further, pursuant to the Fee Cap, H&K’s actual fees for the First Application  
 24 Period have been further reduced by \$91,541.03—which is an additional 63% discount.

25 36. As set forth above and in the Initial Status Report, H&K has assisted the  
 26 Receiver in performing various tasks that have added value to the Receivership Entities.  
 27 Each task was staffed and performed as efficiently as possible. The fees and expenses

1 sought in this Application are reasonable and were necessary for the proper administration  
2 of the Receiver's duties.

3 **VIII. CONCLUSION**

4 H&K therefore respectfully requests that this Court enter an Order:

5 (i) Allowing, on an interim basis, fees in the amount of \$52,828.49 and  
6 reimbursement of expenses in the amount of \$72,171.51, for total  
7 compensation of \$125,000 pursuant to the Fee Cap;  
8 (ii) Authorizing and directing the Receiver to make payment to H&K in the  
9 amount of \$125,000; and  
10 (iii) Directing such other and further relief as the Court deems appropriate.

12 Dated: February 28, 2019

Respectfully submitted,

13 /s/ Jose Casal  
14 Jose Casal (*pro hac vice*)  
15 Kristina S. Azlin (SBN 235238)  
16 Holland & Knight LLP  
17 Counsel for Josias N. Dewey, Court-appointed  
18 permanent receiver for Defendant Titanium  
19 Blockchain Infrastructure Services, Inc.

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*Attorneys for Josias Dewey, Court-appointed  
Receiver for Receivership Entities*